

In the United States Bankruptcy Court
For the District of Maryland

In Re: Mark A. Broadwater

Case No. 15-16562
Chapter 13

Debtor(s)

* * * * *

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the attached CHAPTER 13 PLAN was sent electronically via ECF and/or first class mail, postage pre-paid to the below listed parties the 21st day of May, 2015.

/S/ James R. Logan

James R. Logan
Attorney for the Debtor
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Baltimore, MD 21218
(410) 243-1508

Ellen W. Cosby, Trustee
Via ECF

Label Matrix for local noticing
0416-1
Case 15-16562
District of Maryland
Baltimore
Thu May 21 09:56:51 EDT 2015

Bank of America
Attn: Correspondence Unit/CA6-919-02-41
Po Box 5170
Simi Valley, CA 93062-5170

Bank of America, N.A.
McCabe, Weisberg & Conway
c/o Kyle J. Moulding, Esq.
312 Marshall Avenue
Suite 800
Laurel, MD 20707-4808

(p)BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Asset Acceptance
Attn: Bankruptcy Dept
Po Box 2036
Warren, MI 48090-2036

Capl/ymaha
Po Box 30253
Salt Lake City, UT 84130-0253

Carroll County
County Attorney's Office
225 N. Center Street
Westminster, MD 21157-5194

Comptroller of the Treasury
Compliance Division, Room 409
301 W. Preston Street
Baltimore, MD 21201-2305

Credit Coll USA
Ccusa/Attn:Bankruptcy
16 Distributor Dr Ste 1
Morgantown, WV 26501-7209

(p)DISCOVER FINANCIAL SERVICES LLC
PO BOX 3025
NEW ALBANY OH 43054-3025

Hsbc Bank
Po Box 9
Buffalo, NY 14240-0009

Hsbc/rmstr
95 Washington Street
Buffalo, NY 14203-3006

IC System
Attn: Bankruptcy
444 Highway 96 East; Po Box 64378
St. Paul, MN 55164-0378

Market Usa Federal Cu
8871 Gorman Rd Ste 100
Laurel, MD 20723-5877

Pnc Bank
2730 Liberty Ave
Pittsburgh, PA 15222-4747

R & R Prfssnl Recovery
1500 Reierstown Rd
Pikesville, MD 21208-4339

Sears/cbna
Po Box 6283
Sioux Falls, SD 57117-6283

State of Maryland DLLR
Division of Unemployment Insurance
1100 N. Eutaw Street, Room 401
Baltimore, MD 21201-2225

Synch/walmart
Po Box 965024
Orlando, FL 32896-5024

Universal Collction Sv
5707 Calverton St Ste 2a
Baltimore, MD 21228-1772

Wells Fargo
Attention: Bankruptcy MAC# X2303-01
Po Box 41169
Des Moines, IA 50328-0001

Wells Fargo
Wells Fargo Bank
Mac X2505-033 Pob 10438
Des Moines, IA 50306

Wellsfargo
800 Walnut St
Des Moines, IA 50309-3605

Westminster Bank & Tr
71 E Main St
Westminster, MD 21157-5026

Ellen W. Cosby
300 E Joppa Road, Suite 409
Towson, MD 21286-3005

James R. Logan
James R. Logan P.A.
2419 Maryland Avenue
Baltimore, MD 21218-5017

Mark A Broadwater
511 Locust Avenue
Westminster, MD 21157-6210

Bk Of Amer
Po Box 982235
El Paso, TX 79998

Discoverbank
Po Box 15316
Wilmington, DE 19850

End of Label Matrix	
Mailable recipients	26
Bypassed recipients	0
Total	26

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND**

In Re: Mark A. Broadwater

*

* Case No. 15-16562

* Chapter 13

*

Debtor

*

CHAPTER 13 PLAN

 X **Original Plan** **Amended Plan** **Modified Plan**

The Debtor proposes the following Chapter 13 plan and makes the following declarations:

1. The future earnings of the Debtor are submitted to the supervision and control of the Trustee, and Debtor will pay as follows (select only one):
 - a. \$ 300.00 per month for a term of 60 months. OR
 - b. \$ per month for month(s),
\$ per month for month(s),
\$ per month for month(s), for a
total term of months. OR
 - c. \$ per month prior to confirmation of this plan, and
\$ per month after confirmation of this plan, for a total term of
 months (if this option is selected, complete 2.e.i).
2. From the payments received, the Trustee will make the disbursements in the order described below:
 - a. Allowed unsecured claims for domestic support obligations and trustee commissions.
 - b. Administrative claims under 11 U.S.C. §507(a)(2), including attorney's fee balance of \$ 3,353.00* (unless allowed for a different amount by an order of court).
(*To be paid in accordance with Paragraph 4B of Local Rule Appendix F.)
 - c. Claims payable under 11 U.S.C. § 1326(b)(3). Specify the monthly payment:
\$.
 - d. Other priority claims defined by 11 U.S.C. §507(a)(3)-(10). The Debtor anticipates the following priority claims: None.
 - e. Concurrent with payments on non-administrative priority claims, the Trustee will pay secured creditors as follows:

- i. Until the plan is confirmed, adequate protection payments and/or personal property lease payments on the following claims will be paid directly by the Debtor; and, after confirmation of the plan, the claims will be treated as specified in 2.e.ii and 2.e.iii, below (designate the amount of the monthly payment to be made by the Debtor prior to confirmation, and provide the redacted account number (last 4 digits only), if any, used by the claimant to identify the claim):

<u>Claimant</u>	<u>Redacted Acct. No.</u>	<u>Monthly Payment</u>
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- ii. Pre-petition arrears on the following claims will be paid through equal monthly amounts under the plan while the Debtor maintains post-petition payments directly (designate the amount of anticipated arrears, and the amount of the monthly payment for arrears to be made under the plan):

<u>Claimant</u>	<u>Anticipated Arrears</u>	<u>Monthly Payment</u>	<u>No. of Mos.</u>
Bank of America	\$8,500.00		

- iii. The following secured claims will be paid in full, as allowed, at the designated interest rates through equal monthly amounts under the plan:

<u>Claimant</u>	<u>Amount</u>	<u>% Rate</u>	<u>Monthly Payment</u>	<u>No. of Mos.:</u>
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- iv. The following secured claims will be satisfied through surrender of the collateral securing the claims (describe the collateral); any allowed claims for deficiencies will be paid pro rata with general unsecured creditors; upon confirmation of the plan, the automatic stay is lifted, if not modified earlier, as to the collateral of the listed creditors:

- v. The following secured claims are not affected by this plan and will be paid outside of the plan directly by the Debtor:

Claim of Capital One secured by 02 Yamaha.

- vi. If any secured claim not described in the previous paragraphs is filed and not disallowed, that claim shall be paid or otherwise dealt with outside the plan directly by the Debtor, and it will not be discharged upon completion of the plan.

- vii. In the event that the trustee is holding funds in excess of those needed to make the payments specified in the Plan for any month, the trustee may pay secured claims listed in paragraphs 2.e.ii and 2.e.iii in amounts larger than those specified in such paragraphs.

- f. After payment of priority and secured claims, allowed general, unsecured claims will be paid pro rata. (If there is more than one class of unsecured claims, describe each class.)

3. The amount of each claim to be paid under the plan will be established by the creditor's proof of claim or superseding Court order. The Debtor anticipates filing the following motion(s) to value a claim or avoid a lien. (Indicate the asserted value of the secured claim for any motion to value collateral.):

Motion to Avoid Lien of FIA Card Services. Secured value is \$0.00.

4. Payments made by the Chapter 13 trustee on account of arrearages on pre-petition secured claims may be applied only to the portion of the claim pertaining to pre-petition arrears, so that upon completion of all payments due under the Plan, the loan will be deemed current through the date of the filing of this case. For the purposes of the imposition of default interest and post- petition charges, the loan shall be deemed current as of the filing of this case.
5. Secured Creditors who are holding claims subject to cramdown will retain their liens until the earlier of the payment of the underlying debt determined under nonbankruptcy law, or discharge under § 1328; and if the case is dismissed or converted without completion of the plan, the lien shall also be retained by such holders to the extent recognized under applicable nonbankruptcy law.
6. The following executory contracts and/or unexpired leases are assumed (or rejected, so indicate); any unexpired lease with respect to personal property that has not previously been assumed during the case, and is not assumed in the plan, is deemed rejected and the stay of §§ 362 and/or 1301 is automatically terminated:
7. Title to the Debtor's property shall revert in the Debtor when the Debtor is granted a discharge pursuant to 11 U.S.C. §1328, or upon dismissal of the case, or upon closing of the case.
8. Non-standard Provisions:

<u>5/18/15</u>	<u>/S/ Mark A. Broadwater</u>
Date	Debtor

<u>/S/ James R. Logan</u>	<u></u>
Attorney for Debtor	Joint Debtor